

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY (Newark)**

===== :  
:  
**ELIZABETH MATOS** :

Plaintiff :

vs. :

**COLLECTION BUREAU OF THE  
HUDSON VALLEY, INC.;** :  
**ABC CORPS I-X** :

Defendants :  
:  
===== :

**Civil Action No.**

**2:18-cv-008009-WHW-CLW**

**Defendant, Collection Bureau of the Hudson Valley, Inc. (“CBHV”)** by way of answer to Plaintiff’s complaint (the “Complaint”) says:

**JURISDICTION AND VENUE**

1. CBHV admits that the complaint seeks actual and statutory damages. All other factual allegations are denied. As to those allegations which contain legal arguments and call for determinations of law, they are denied as such and CBHV refers all questions of law to the Court.

2. CBHV denies the factual allegations contained within this paragraph. As to those allegations which contain legal arguments and call for determinations of law, they are denied as such and CBHV refers all questions of law to the Court.

3. CBHV neither admits nor denies this paragraph which makes allegations regarding Plaintiff’s domicile and status and leaves plaintiff to his proofs.

4. CBHV neither admits nor denies this paragraph and leaves plaintiff to her proofs.

## **PARTIES**

4. CBHV neither admits nor denies this paragraph which makes allegations regarding Plaintiff's domicile and status and leaves plaintiff to her proofs.

6. Admitted that CBHV is a collection agency with an office located at 155 North Plank Road, Newburgh, New York 12550 which represents clients in the collection of debts owed by third parties to those clients. All other factual allegations are denied. As to those allegations which contain legal arguments and call for determinations of law, they are denied as such and CBHV refers all questions of law to the Court.

### ***The complaint restarts the numbering of paragraphs at this point***

1. The allegations in this paragraph relate to other parties not currently named in this action and therefore CBHV is without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies the allegations contained within this paragraph.

## **FACTUAL ALLEGATIONS**

2. The allegations in this paragraph relate to other parties not currently named in this action and therefore CBHV is without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies the allegations contained within this paragraph.

3. Admitted that Optimum sent the subject account to CBHV for collection. All other factual allegations are denied.

4. CBHV denies any factual allegations directed towards it. Further CBHV denies that Exhibit 1 to the complaint is what is described in this paragraph.

5. CBHV denies any factual allegations directed towards it.

6. CBHV denies any factual allegations directed towards it.

7. CBHV denies any factual allegations directed towards it. CBHV refers all questions of law to the Court to be argued and decided at the appropriate time.

8. To the extent that the allegations in this paragraph are directed to CBHV, the allegations are denied. To the extent that the allegations in this paragraph are directed to other parties, CBHV lacks sufficient knowledge, information or belief as to the truth or falsity of these allegations and therefore denies these allegations. CBHV refers all questions of law to the Court to be argued and decided at the appropriate time.

9. CBHV admits it made an attempt to contact Plaintiff via telephone, all other factual allegations are denied. CBHV refers all questions of law to the Court to be argued and decided at the appropriate time.

10. To the extent that the allegations in this paragraph are directed to CBHV, the allegations are denied. To the extent that the allegations in this paragraph are directed to other parties, CBHV lacks sufficient knowledge, information or belief as to the truth or falsity of these allegations and therefore denies these allegations. CBHV refers all questions of law to the Court to be argued and decided at the appropriate time.

11. CBHV neither admits nor denies this paragraph and leaves plaintiff to her proofs. As to those allegations which contain legal arguments and call for determinations of law, they are denied as such and DRS refers all questions of law to the Court.

12. CBHV denies any factual allegations directed towards it. CBHV refers all questions of law to the Court to be argued and decided at the appropriate time.

13. CBHV neither admits nor denies this paragraph and leaves plaintiff to her proofs. As to those allegations which contain legal arguments and call for determinations of law, they

are denied as such and DRS refers all questions of law to the Court.

14. CBHV neither admits nor denies this paragraph and leaves plaintiff to her proofs. As to those allegations which contain legal arguments and call for determinations of law, they are denied as such and DRS refers all questions of law to the Court.

15. CBHV neither admits nor denies this paragraph which contains no factual allegations and consists solely of characterizations as to the meaning of certain federal statutes. CBHV refers all questions of law to the Court to be argued and decided at the appropriate time.

16. CBHV denies any factual allegations directed towards it. CBHV refers all questions of law to the Court to be argued and decided at the appropriate time.

17. CBHV denies any factual allegations directed towards it. CBHV refers all questions of law to the Court to be argued and decided at the appropriate time.

18. CBHV denies any factual allegations directed towards it. CBHV refers all questions of law to the Court to be argued and decided at the appropriate time.

19. CBHV denies any factual allegations directed towards it. CBHV refers all questions of law to the Court to be argued and decided at the appropriate time.

20. CBHV denies any factual allegations directed towards it. CBHV refers all questions of law to the Court to be argued and decided at the appropriate time.

21. CBHV denies any factual allegations directed towards it. CBHV refers all questions of law to the Court to be argued and decided at the appropriate time.

22. CBHV denies any factual allegations directed towards it. CBHV refers all questions of law to the Court to be argued and decided at the appropriate time.

23. CBHV denies any factual allegations directed towards it. CBHV refers all questions of law to the Court to be argued and decided at the appropriate time.

24. CBHV denies any factual allegations directed towards it. CBHV refers all questions of law to the Court to be argued and decided at the appropriate time.

25. CBHV denies any factual allegations directed towards it. CBHV refers all questions of law to the Court to be argued and decided at the appropriate time.

**CAUSES OF ACTION  
COUNT I  
VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT  
15 U.S.C. §1692 *ET SEQ.***

26. CBHV repeats its responses contained in paragraphs 1 through 25 as if the same were set forth at length.

27. To the extent that the allegations in this paragraph are directed to CBHV, the allegations are denied. To the extent that the allegations in this paragraph are directed to other parties, CBHV lacks sufficient knowledge, information or belief as to the truth or falsity of these allegations and therefore denies these allegations. CBHV refers all questions of law to the Court to be argued and decided at the appropriate time. Additionally this paragraph refers to multiple plaintiffs and multiple defendants, of which there are neither and said reference is evidence of the frivolous nature of this pleading.

28. To the extent that the allegations in this paragraph are directed to CBHV, the allegations are denied. To the extent that the allegations in this paragraph are directed to other parties, CBHV lacks sufficient knowledge, information or belief as to the truth or falsity of these allegations and therefore denies these allegations. CBHV refers all questions of law to the Court to be argued and decided at the appropriate time. Additionally this paragraph refers to multiple plaintiffs and multiple defendants, of which there are neither and said reference is evidence of the frivolous nature of this pleading.

**COUNT II.**  
**VIOLATION OF THE TRUTH-IN-CONSUMER CONTRACT, WARRANTY, AND**  
**NOTICE ACT, N.J.S.A. §56:12-14 *et seq.***

29. CBHV repeats its responses contained in paragraphs 1 through 28 as if the same were set forth at length.

30. CBHV denies the factual allegations contained within this paragraph. CBHV refers all questions of law to the Court to be argued and decided at the appropriate time.

31. To the extent that the allegations in this paragraph are directed to CBHV, the allegations are denied. To the extent that the allegations in this paragraph are directed to other parties, CBHV lacks sufficient knowledge, information or belief as to the truth or falsity of these allegations and therefore denies these allegations. CBHV refers all questions of law to the Court to be argued and decided at the appropriate time. Additionally this paragraph refers to multiple defendants where there is only one and said reference is evidence of the frivolous nature of this pleading.

32. CBHV neither admits nor denies this paragraph and leaves plaintiff to her proofs. As to those allegations which contain legal arguments and call for determinations of law, they are denied as such and DRS refers all questions of law to the Court.

33. CBHV denies the factual allegations contained within this paragraph. CBHV refers all questions of law to the Court to be argued and decided at the appropriate time.

34. CBHV denies the factual allegations contained within this paragraph. CBHV refers all questions of law to the Court to be argued and decided at the appropriate time.

35. To the extent that the allegations in this paragraph are directed to CBHV, the allegations are denied. To the extent that the allegations in this paragraph are directed to other parties, CBHV lacks sufficient knowledge, information or belief as to the truth or falsity of these allegations and therefore denies these allegations. CBHV refers all questions of law to the Court

to be argued and decided at the appropriate time. Additionally this paragraph refers to multiple defendants where there is only one and said reference is evidence of the frivolous nature of this pleading.

**COUNT III.  
INVASION OF PRIVACY BY INTRUSION UPON SECLUSION**

36. CBHV repeats its responses contained in paragraphs 1 through 35 as if the same were set forth at length.

37. CBHV neither admits nor denies this paragraph which contains no factual allegations and consists solely of inappropriate general legal argument and characterizations as to the meaning of certain federal statutes and/or agencies. Sentry refers all questions of law to the Court to be argued and decided at the appropriate time.

38. CBHV neither admits nor denies this paragraph which contains no factual allegations and consists solely of inappropriate general legal argument and characterizations as to the meaning of certain federal statutes and/or agencies. Sentry refers all questions of law to the Court to be argued and decided at the appropriate time.

39. To the extent that the allegations in this paragraph are directed to CBHV, the allegations are denied. To the extent that the allegations in this paragraph are directed to other parties, CBHV lacks sufficient knowledge, information or belief as to the truth or falsity of these allegations and therefore denies these allegations. CBHV refers all questions of law to the Court to be argued and decided at the appropriate time. Additionally this paragraph refers to multiple defendants where there is only one and said reference is evidence of the frivolous nature of this pleading.

40. To the extent that the allegations in this paragraph are directed to CBHV, the allegations are denied. To the extent that the allegations in this paragraph are directed to other

parties, CBHV lacks sufficient knowledge, information or belief as to the truth or falsity of these allegations and therefore denies these allegations. CBHV refers all questions of law to the Court to be argued and decided at the appropriate time. Additionally this paragraph refers to multiple defendants where there is only one and said reference is evidence of the frivolous nature of this pleading.

41. CBHV neither admits nor denies this paragraph and leaves plaintiff to her proofs. As to those allegations which contain legal arguments and call for determinations of law, they are denied as such and DRS refers all questions of law to the Court.

42. To the extent that the allegations in this paragraph are directed to CBHV, the allegations are denied. To the extent that the allegations in this paragraph are directed to other parties, CBHV lacks sufficient knowledge, information or belief as to the truth or falsity of these allegations and therefore denies these allegations. CBHV refers all questions of law to the Court to be argued and decided at the appropriate time. Additionally this paragraph refers to multiple defendants where there is only one and said reference is evidence of the frivolous nature of this pleading.

43. To the extent that the allegations in this paragraph are directed to CBHV, the allegations are denied. To the extent that the allegations in this paragraph are directed to other parties, CBHV lacks sufficient knowledge, information or belief as to the truth or falsity of these allegations and therefore denies these allegations. CBHV refers all questions of law to the Court to be argued and decided at the appropriate time. Additionally this paragraph refers to multiple plaintiffs where there is only one and said reference is evidence of the frivolous nature of this pleading.

**WHEREFORE** Defendant, CBHV, hereby requests dismissal of Plaintiff's Complaint with



costs and attorney's fees as allowed under the Fair Debt Collection Practices Act 15 U.S.C. §1692k (a)(3) or otherwise by statute or rule of court.

**SEPARATE AFFIRMATIVE DEFENSES**

1. Plaintiff fails to state facts sufficient to constitute a claim under State or Federal Statutory Law.

2. Plaintiff fails to state facts sufficient to constitute a claim for which relief may be sought.

3. Any damages allegedly sustained by Plaintiff were a result of actions by 3rd parties over whom CBHV had no dominion or control. Without limitation see Fair Debt Collection Practices Act ("FDCPA"), 15 U.S.C. §1692a(6)(C).

4. The claims of Plaintiff relating to events prior to March 12, 2017 are barred by 15 U.S.C. §1692k(d), the one year statute of limitations as a matter of law under the FDCPA.

5. Defendant violated no duty owed to the Plaintiff.

6. Defendant reserves the right to amend this answering pleading following the receipt of discovery.

7. Defendant denies the injuries and damages allegedly sustained by Plaintiff resulted from any actions by Defendant.

8. The Complaint is barred because the damages, if any, suffered by Plaintiff were the direct and proximate result of third parties over whom Defendant exercised no control.

9. In the event that Plaintiff is able to adequately plead a violation of the FDCPA, his individual entitlement to statutory damages is capped at \$1,000 per action, not per violation. See Goodmann v. Peoples Bank, et al., 209 Fed. Appx. 111 (3d Cir. 2006).

10. CBHV denies that that it is a seller, lessor, creditor, lender or bailee or that any of its activities fall within the purview of the New Jersey Truth in Consumer Contract, Warranty and Notice Act, N.J.S.A. §56:12-14 *et seq.*

**DEMAND FOR SPECIFICATION OF MONEY DAMAGES**

Pursuant to Local Rule 8.1, CBHV demands that Plaintiff, within fourteen (14) days, furnish it with a written statement detailing the amount of actual damages claimed as to her individual claims, as asserted in her prayers for relief, and the methodology in assessing such actual damages.

**CERTIFICATION PURSUANT TO L. CIV. R. 11.2**

I, Mitchell L Williamson, the undersigned attorney of record for Defendant do hereby certify to my own knowledge and based upon information available to me at my office, that the matter in controversy is not the subject of any other action now pending in any court or in any arbitration or administrative proceeding.

Dated: April 26, 2018	By: <u>BARRON &amp; NEWBURGER, P.C.</u> <u>s/Mitchell L. Williamson</u> Mitchell L. Williamson, Esq. Barron & Newburger, PC 458 Elizabeth Ave - Suite 5371 Somerset, N.J. 08873 Phone: (732) 328-9480 <a href="mailto:mwilliamson@bn-lawyers.com">mwilliamson@bn-lawyers.com</a> <b>Attorneys for Defendant,</b> <b>Collection Bureau of the Hudson Valley, Inc.</b>
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